

1 THOMAS P. O'BRIEN
United States Attorney
2 CHRISTINE C. EWELL
Assistant United States Attorney
3 Chief, Criminal Division
HARVINDER S. ANAND(Cal. State Bar No.: 243913)
4 Assistant United States Attorney
1400 United States Courthouse
5 312 North Spring Street
Los Angeles, California 90012
6 Telephone: (213) 894-2624
Facsimile: (213) 894-0142
7 E-mail: harvinder.anand@usdoj.gov

8 Attorney for Plaintiff
United States of America
9

10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,) CR No. 08-715(A) - PSG
13)
Plaintiff,) PLEA AGREEMENT FOR DEFENDANT
14) STANLEY ALEXANDER HUDSON
v.)
15)
STANLEY ALEXANDER HUDSON,)
16 aka "Stanley Alexander,")
aka "Brandon M.)
Courtney,")
17 aka "Isiah S. Ross,")
aka "Kenneth Z.)
18 Anderson," and)
THOMAS EDWIN COCHEE,)
19 aka "Kenneth Anderson,")
aka "Kevin Ross,")
20 aka "Jonathan Houston,")
aka "Nicholas Letterman,")
21 aka "Rodney Hudson,")
22)
Defendants.)
23

24 1. This constitutes the plea agreement between defendant
25 Stanley Alexander Hudson, also known as ("aka") "Stanley
26 Alexander," aka "Brandon M. Courtney," aka "Isiah S. Ross," and
27 aka "Kenneth Z. Anderson" ("defendant"), and the United States
28 Attorney's Office for the Central District of California ("the

UPC

1 USAO") in the above-captioned case. This agreement is limited to
2 the USAO and cannot bind any other federal, state or local
3 prosecuting, administrative or regulatory authorities.

4 PLEAS

5 2. Defendant agrees to plead guilty to counts eight, ten
6 and fourteen of the First Superseding Indictment in United States
7 v. Stanley Alexander Hudson, et al., CR No. 08-715(A)-PSG.

8 NATURE OF THE OFFENSES

9 3. In order for defendant to be guilty of count eight of
10 the First Superseding Indictment, which charges a violation of
11 Title 18, United States Code, Section 1344, the following must be
12 true:

13 (a) Defendant knowingly carried out a scheme or plan
14 to obtain money or property from J.P. Morgan Chase ("J.P.
15 Morgan") by making false statements or promises;

16 (b) Defendant knew that the statements or promises
17 were false;

18 (c) The statements or promises were material, that is,
19 they would reasonably influence a bank to part with money or
20 property;

21 (d) Defendant acted with the intent to defraud; and

22 (e) J.P. Morgan was federally insured.

23 Each member of a scheme to defraud is responsible for other
24 co-schemers' actions during the course of and in furtherance of
25 the scheme. If defendant was a member of a scheme to defraud and
26 had the intent to defraud J.P. Morgan, defendant is responsible
27 for what other co-schemers said or did to carry out the scheme,
28 even if defendant did not know what they said or did. For

1 defendant to be guilty of an offense committed by a co-schemer as
2 part and in furtherance of the scheme, the offense must be one
3 that could reasonably be foreseen as a necessary and natural
4 consequence of the scheme to defraud.

5 Defendant admits that defendant is, in fact, guilty of this
6 offense, as described in count eight of the First Superseding
7 Indictment.

8 4. In order for defendant to be guilty of count ten
9 of the First Superseding Indictment, which charges a violation of
10 Title 18, United States Code, Section 1028A(a)(1), the following
11 must be true:

12 (a) Defendant knowingly transferred, possessed, or
13 used a means of identification of another person;

14 (b) The means of identification belonged to another
15 person;

16 (c) Defendant knew that the means of identification he
17 transferred, possessed, or used actually belonged to another
18 person;

19 (d) Defendant did so without lawful authority; and

20 (e) Defendant did so during and in relation to
21 committing a felony violation of 18 U.S.C. § 1344, Bank Fraud, as
22 charged in count eight of the First Superseding Indictment.

23 Defendant admits that defendant is, in fact, guilty of this
24 offense, as described in count ten of the First Superseding
25 Indictment.

26 5. In order for defendant to be guilty of count fourteen of
27 the First Superseding Indictment, which charges a violation of
28 Title 18, United States Code, Section 1029(a)(2), the following

1 must be true:

2 (a) Defendant knowingly used and trafficked in an
3 unauthorized access device, that is, credit card account number
4 XXXX-XXXX-XXXX-8455, at any time during a one-year period
5 beginning in or about September 2007, and ending in or about
6 March 2008;

7 (b) By using and trafficking in the unauthorized
8 access device during that period, defendant obtained things of
9 value, their value together totaling \$1,000 or more during that
10 period;

11 (c) Defendant acted with the intent to defraud; and

12 (d) Defendant's conduct in some way affected commerce
13 between one state and other states.

14 Defendant admits that defendant is, in fact, guilty of this
15 offense, as described in count fourteen of the First Superseding
16 Indictment.

17 PENALTIES AND RESTITUTION

18 6. The statutory maximum sentence that the Court can impose
19 for a violation of Title 18, United States Code, Section 1344,
20 is: 30 years imprisonment; a five-year period of supervised
21 release; a fine of \$1,000,000 or twice the gross gain or gross
22 loss resulting from the offense, whichever is greatest; and a
23 mandatory special assessment of \$100.

24 7. The statutory mandatory minimum sentence that the Court
25 can impose for a violation of Title 18, United States Code,
26 Section 1028A(a)(1), is: 2 years imprisonment, which must run
27 consecutive to any other term of imprisonment imposed on a person
28 under any other provision of law; and a mandatory special

1 assessment of \$100.

2 8. The statutory maximum sentence that the Court can
3 impose for a violation of Title 18, United States Code, Section
4 1028A(a)(1), is: 2 years imprisonment, which must run
5 consecutive to any other term of imprisonment imposed on a person
6 under any other provision of law; a 1-year period of supervised
7 release; a fine of \$250,000 or twice the gross gain or gross loss
8 resulting from the offense, whichever is greatest; and a
9 mandatory special assessment of \$100.

10 9. The statutory maximum sentence that the Court can impose
11 for a violation of Title 18, United States Code, Section
12 1029(a)(2), is: 10 years imprisonment; a three-year period of
13 supervised release; a fine of \$250,000 or twice the gross gain or
14 gross loss resulting from the offense, whichever is greatest; and
15 a mandatory special assessment of \$100.

16 10. Therefore, the total maximum sentence for all offenses
17 to which defendant is pleading guilty is: 42 years imprisonment;
18 a 5-year period of supervised release; a fine of \$1,250,000 or
19 twice the gross gain or gross loss resulting from the offenses,
20 whichever is greatest; and a mandatory special assessment of
21 \$300.

22 11. Defendant understands that defendant will be required
23 to pay full restitution to the victims of the offenses.
24 Defendant agrees that, in return for the USAO's compliance with
25 its obligations under this agreement, the amount of restitution
26 is not restricted to the amounts alleged in the counts to which
27 defendant is pleading guilty and may include losses arising from
28 counts dismissed and charges not prosecuted pursuant to this

1 agreement as well as all relevant conduct in connection with
2 those counts and charges. The parties currently believe that the
3 applicable amount of restitution is approximately \$755,000, but
4 recognize and agree that this amount could change based on facts
5 that come to the attention of the parties prior to sentencing.
6 Defendant further agrees that defendant will not seek the
7 discharge of any restitution obligation, in whole or in part, in
8 any present or future bankruptcy proceeding.

9 12. Supervised release is a period of time following
10 imprisonment during which defendant will be subject to various
11 restrictions and requirements. Defendant understands that if
12 defendant violates one or more of the conditions of any
13 supervised release imposed, defendant may be returned to prison
14 for all or part of the term of supervised release, which could
15 result in defendant serving a total term of imprisonment greater
16 than the statutory maximum stated above.

17 13. Defendant also understands that, by pleading guilty,
18 defendant may be giving up valuable government benefits and
19 valuable civic rights, such as the right to vote, the right to
20 possess a firearm, the right to hold office, and the right to
21 serve on a jury.

22 14. Defendant further understands that the convictions in
23 this case may subject defendant to various collateral
24 consequences, including but not limited to, deportation,
25 revocation of probation, parole, or supervised release in another
26 case, and suspension or revocation of a professional license.
27 Defendant understands that unanticipated collateral consequences
28 will not serve as grounds to withdraw defendant's guilty plea.

1 repay the charges they made to the credit card accounts, even
2 though defendant never intended to repay, and has not repaid, the
3 victim banks. The promises made by defendant and his co-schemers
4 were material, that is, the banks would not have extended credit
5 to defendant and his co-schemers if the banks knew that neither
6 defendant nor any other co-schemer would repay the charges made
7 to the fraudulent credit cards.

8 (b) To execute the scheme, defendant opened the
9 fraudulent credit card accounts by using social security numbers
10 belonging to real people, the names of individuals to whom the
11 social security numbers had not been issued, and dates of birth
12 that were not the real dates of birth of the individuals to whom
13 the social security numbers had been issued. Defendant used over
14 30 social security numbers belonging to real people during the
15 course of the scheme. Many of the social security numbers that
16 defendant used to open the fraudulent credit cards belonged to
17 minors.

18 (c) Defendant gave a real social security number not
19 assigned to himself to at least one other co-schemer to open
20 fraudulent credit card accounts. Defendant knew that the other
21 co-schemer would open credit card accounts with that social
22 security number. Defendant told the other co-schemer that the
23 social security number was "good," which defendant knew to mean
24 that the social security number belonged to a real person and
25 would permit his co-schemer to open fraudulent credit card
26 accounts.

27 (d) To execute the scheme to defraud, defendant and
28 his co-schemers opened and used mailboxes at numerous commercial

1 mailings receiving agencies ("CMRAs") in the Los Angeles area.
2 Defendant and his co-schemers opened the mailboxes by using false
3 names and fraudulent identification cards. Defendant himself
4 opened at least one of these mailboxes. Defendant also paid his
5 co-schemers to open numerous mailboxes by using fraudulent
6 identification cards. Defendant and his co-schemers used
7 fraudulent identification cards to avoid being apprehended and
8 prosecuted for their participation in the ongoing illegal scheme
9 to defraud banks.

10 (e) When defendant submitted applications to the
11 victim banks to open fraudulent credit card accounts, he used the
12 addresses of the CMRAs described above in subparagraph 15(d).
13 Defendant had the victim banks send credit card statements to the
14 CMRAs. Defendant used the addresses of CMRAs to avoid being
15 apprehended and prosecuted for his participation in the ongoing
16 illegal scheme to defraud banks. Defendant also used the address
17 of at least one CMRA to open fraudulent credit card accounts in
18 his own name.

19 (f) Acting with the intent to defraud, defendant added
20 his co-schemers as authorized users on several of the fraudulent
21 credit card accounts that he opened and controlled. Defendant
22 did this as part of the scheme to defraud banks so that his co-
23 schemers would be able to make transfers from and charges to the
24 fraudulent credit cards that he opened and controlled.

25 (g) For more than the five years before defendant was
26 arrested in this case, defendant and the co-schemers obtained
27 cash advances and made balance transfers and purchases with the
28 fraudulent credit cards. Defendant made purchases for himself

1 with the fraudulent credit cards and other co-schemers used the
2 fraudulent credit cards to make purchases for themselves and on
3 defendant's behalf. Defendant obtained cash advances for himself
4 with the fraudulent credit cards and co-schemers used fraudulent
5 credit cards to obtain cash advances for themselves and on
6 defendant's behalf.

7 (h) For more than the five years before defendant was
8 arrested in this case, defendant and his co-schemers took the
9 following actions to execute the scheme to defraud: (1) drive to
10 CMRAs throughout the Los Angeles area, pick up mail from victim
11 banks, and deliver the mail to defendant; (2) make balance
12 transfers with the fraudulent credit cards; (3) purchase gift
13 cards from stores with the fraudulent credit cards; (4) deposit
14 checks into bank accounts set up by defendant; and (5) go to
15 automated teller machines to withdraw money. For participating
16 in and working with defendant to execute the fraudulent scheme,
17 co-schemers would receive cash and gift cards. Defendant's co-
18 schemers purchased gift cards with the fraudulent credit cards
19 and kept some of the gift cards as compensation. Defendant's co-
20 schemers also made and kept purchases with the fraudulent credit
21 cards. Defendant also used the fraudulent credit cards to obtain
22 cash advances and make purchases for himself.

23 (i) Defendant acted with the intent to defraud the
24 victim banks, including Bank of America, Capital One, Citibank
25 and JP Morgan. Defendant admits that the scheme to defraud had
26 been ongoing for at least the five years prior to his arrest,
27 that the scheme involved himself and defendant Cohee, and
28 others. Defendant knew that banks were losing money as a direct

1 result of his actions in carrying out the scheme to defraud.

2 (j) Defendant made some payments to the victim banks,
3 but only to make it appear to the banks that the fraudulent
4 accounts were actually legitimate accounts. Defendant made those
5 payments so that the banks would continue to extend him credit,
6 knowing that he would not repay the victim banks whatever the
7 balances were when the banks eventually discovered that the
8 accounts were in fact fraudulent. Defendant agrees that the
9 victim banks have lost at least \$755,000 as a direct result and
10 consequence of his scheme to defraud.

11 (k) Defendant used the money that he obtained from the
12 fraudulent accounts for his personal financial gain. Among other
13 things, defendant purchased expensive watches, electronic
14 equipment, bearer bonds, and real estate with the money that he
15 derived from the scheme to defraud.

16 (l) On or about August 17, 2007, defendant submitted
17 an application to J.P. Morgan to open a fraudulent credit card
18 account. Defendant submitted the application in the name of
19 "Brandon M. Courtney" and used Social Security Number XXX-XX-
20 0012. Relying on defendant's fraudulent application, J.P. Morgan
21 opened credit card account number XXXX-XXXX-XXXX-8455 in the name
22 of "Brandon M. Courtney." J.P. Morgan was federally insured at
23 all times relevant to this case.

24 (m) From September 2007 through March 2008, defendant
25 used fraudulent credit card account number XXXX-XXXX-XXXX-8455 to
26 obtain cash advances and make balance transfers and purchases.
27 Defendant knowingly and intentionally took actions, and
28 defendant's co-schemers took actions in concert with defendant,

1 as described above, that were necessary to commit this crime. As
2 a result, defendant and his co-schemers obtained things of value
3 totaling approximately \$55,000, which neither defendant nor any
4 of his co-schemers has repaid. Accordingly, J.P. Morgan has lost
5 approximately \$55,000 on fraudulent credit card account number
6 XXXX-XXXX-XXXX-8455. Defendant's conduct affected interstate
7 commerce between California and other states because, among other
8 things, the United States mails were used by J.P. Morgan to send
9 credit card account statements to a CMRA in the Los Angeles area.

10 (n) Defendant used the name "Brandon M. Courtney" and
11 the social security number XXX-XX-0012 to open fraudulent credit
12 card account number XXXX-XXXX-XXXX-8455 with J.P. Morgan. When
13 defendant submitted the application to J.P. Morgan, he acted
14 willfully, knowing that (1) his name was not "Brandon M.
15 Courtney"; (2) his social security number was not XXX-XX-0012;
16 and (3) social security number XXX-XX-0012 belonged to a real
17 person.

18 (o) The United States Social Security Administration
19 has confirmed that a real person has been assigned social
20 security number XXX-XX-0012.

21 (p) Defendant did not at any time have lawful
22 authority to transfer, possess, or use social security number
23 XXX-XX-0012.

24 (q) Defendant used social security number XXX-XX-0012
25 to, among other things, obtain credit from J.P. Morgan by using
26 another person's true social security number, disguise his true
27 identity, conceal his illegal activities, including during and in
28 relation to committing Bank Fraud, as charged in count eight of

1 the First Superseding Indictment, and to avoid being apprehended
2 and prosecuted.

3 (r) Defendant agrees that the following institutions
4 were victims of his scheme to defraud because they lost money as
5 a direct consequence of the scheme: (1) First USA, (2) J.P.
6 Morgan, (3) Bank of America, (4) Capital One, (5) Discover, (6)
7 American Express, (7) Washington Mutual, (8) MBNA America Bank
8 National Association, (9) Banco Popular, and (10) Wells Fargo.

9 WAIVER OF CONSTITUTIONAL RIGHTS

10 16. By pleading guilty, defendant gives up the following
11 rights:

12 (a) The right to persist in a plea of not guilty.

13 (b) The right to a speedy and public trial by jury.

14 (c) The right to the assistance of legal counsel at
15 trial, including the right to have the Court appoint counsel for
16 defendant for the purpose of representation at trial. (In this
17 regard, defendant understands that, despite his pleas of guilty,
18 he retains the right to be represented by counsel - and, if
19 necessary, to have the court appoint counsel if defendant cannot
20 afford counsel - at every other stage of the proceedings.)

21 (d) The right to be presumed innocent and to have the
22 burden of proof placed on the government to prove defendant
23 guilty beyond a reasonable doubt.

24 (e) The right to confront and cross-examine witnesses
25 against defendant.

26 (f) The right, if defendant wished, to testify on
27 defendant's own behalf and present evidence in opposition to the
28 charges, including the right to call witnesses and to subpoena

1 those witnesses to testify.

2 (g) The right not to be compelled to testify, and, if
3 defendant chose not to testify or present evidence, to have that
4 choice not be used against defendant.

5 By pleading guilty, defendant also gives up any and all
6 rights to pursue any affirmative defenses, Fourth Amendment or
7 Fifth Amendment claims, and other pretrial motions that have been
8 filed or could be filed.

9 WAIVER OF DNA TESTING

10 17. Defendant has been advised that the government has in
11 its possession the following items of physical evidence that
12 could be subjected to DNA testing: (a) physical evidence seized
13 from defendant Cohee on June 10, 2008, when he was arrested in
14 this case; (b) physical evidence seized from defendant and his
15 home on October 29, 2008, when he was arrested in this case; and
16 (c) all other physical evidence acquired during the course of
17 investigating this case. Defendant understands that the
18 government does not intend to conduct DNA testing of any of these
19 items or any other item. Defendant understands that, before
20 entering guilty pleas pursuant to this agreement, defendant could
21 request DNA testing of evidence in this case. Defendant further
22 understands that, with respect to the offenses to which defendant
23 is pleading guilty pursuant to this agreement, defendant would
24 have the right to request DNA testing of evidence after
25 conviction under the conditions specified in 18 U.S.C.
26 § 3600. Knowing and understanding defendant's right to request
27 DNA testing, defendant knowingly and voluntarily gives up that
28 right with respect to both the specific items listed above and

1 any other item of evidence there may be in this case that might
2 be amenable to DNA testing. Defendant understands and
3 acknowledges that by giving up this right, defendant is giving up
4 any ability to request DNA testing of evidence in this case in
5 the current proceeding, in any proceeding after conviction under
6 18 U.S.C. § 3600, and in any other proceeding of any type.
7 Defendant further understands and acknowledges that by giving up
8 this right, defendant will never have another opportunity to have
9 the evidence in this case, whether or not listed above, submitted
10 for DNA testing, or to employ the results of DNA testing to
11 support a claim that defendant is innocent of the offenses to
12 which defendant is pleading guilty.

13 SENTENCING FACTORS

14 18. Defendant understands that the Court is required to
15 consider the factors set forth in 18 U.S.C. § 3553(a)(1)-(7),
16 including the kinds of sentence and sentencing range established
17 under the United States Sentencing Guidelines ("U.S.S.G." or
18 "Sentencing Guidelines"), in determining defendant's sentence.
19 Defendant further understands that the Sentencing Guidelines are
20 advisory only, and that after considering the Sentencing
21 Guidelines and the other § 3553(a) factors, the Court may be free
22 to exercise its discretion to impose any reasonable sentence up
23 to the maximum set by statute for the crimes of conviction.

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1 19. Defendant and the USAO agree and stipulate to the
2 following applicable Sentencing Guideline factors:

3 Counts Eight and Fourteen:

4 Base Offense Level : 7 [U.S.S.G. § 2B1.1(a)(1)]

5 Loss more than
6 \$400,000, less than
\$1,000,00: +14 [U.S.S.G. § 2B1.1(b)(1)(H)]

7 10 or more victims: +2 [U.S.S.G. § 2B1.1(b)(2)]
8

9 Count Ten:

10 Two years imprisonment [U.S.S.G. §§ 2B1.6 and
11 consecutive to the sentence imposed on 5G1.2(a)]
12 Counts Eight and
Fourteen.

13 Defendant and the USAO reserve the right to argue that additional
14 specific offense characteristics, adjustments and departures
15 under the Sentencing Guidelines are appropriate. Specifically,
16 the USAO reserves the right to argue that an increase in the
17 offense level in addition to the 14 levels agreed to by the
18 parties for the loss amount is appropriate under U.S.S.G. §
19 2B1.1(b)(1). The government currently believes that the
20 applicable amount of loss for which defendant is responsible is
21 approximately \$755,000. Defendant recognizes and agrees that
22 this amount could change based on facts that come to the
23 attention of the parties prior to sentencing, which may subject
24 defendant to a higher loss amount and corresponding sentencing
25 factor. The USAO also reserves the right to argue that an
26 increase in defendant's offense level under U.S.S.G. § 3B1.1(c),
27 based on defendant's aggravating role, is appropriate. In the
28 event that defendant's offense level is so altered, the parties

1 are not bound by the base offense level stipulated to above.

2 20. There is no agreement as to defendant's criminal
3 history or criminal history category.

4 21. Defendant and the USAO, pursuant to the factors set
5 forth in 18 U.S.C. § 3553(a)(1), (a)(2), (a)(3), (a)(6), and
6 (a)(7), further reserve the right to argue for a sentence outside
7 the sentencing range established by the Sentencing Guidelines.

8 22. The stipulations in this agreement do not bind either
9 the United States Probation Office or the Court. Both defendant
10 and the USAO are free to: (a) supplement the facts by supplying
11 relevant information to the United States Probation Office and
12 the Court, (b) correct any and all factual misstatements relating
13 to the calculation of the sentence, and (c) argue on appeal and
14 collateral review that the Court's Sentencing Guidelines
15 calculations are not error, although each party agrees to
16 maintain its view that the calculations in paragraph 19 are
17 consistent with the facts of this case.

18 DEFENDANT'S OBLIGATIONS

19 23. Defendant agrees that he will:

20 (a) Plead guilty as set forth in this agreement.

21 (b) Not knowingly and willfully fail to abide by all
22 sentencing stipulations contained in this agreement.

23 (c) Not knowingly and willfully fail to: (i) appear as
24 ordered for all court appearances, (ii) surrender as ordered for
25 service of sentence, (iii) obey all conditions of any bond, and
26 (iv) obey any other ongoing court order in this matter.

27 (d) Not commit any crime; however, offenses which
28 would be excluded for sentencing purposes under U.S.S.G. §

1 4A1.2(c) are not within the scope of this agreement.

2 (e) Not knowingly and willfully fail to be truthful at
3 all times with Pretrial Services, the U.S. Probation Office, and
4 the Court.

5 (f) Pay the applicable special assessments at or
6 before the time of sentencing unless defendant lacks the ability
7 to pay.

8 24. Defendant further agrees:

9 (a) To forfeit all right, title, and interest in and
10 to all such items, specifically including, but not limited to,
11 all right, title and interest in and to:

12 (1) The real property located at 5714 Rimpau
13 Boulevard, Los Angeles, CA 90043;

14 (2) \$69,931, seized from defendant's home on
15 October 29, 2008, and all other United States currency, wherever
16 located;

17 (3) Thirty-eight Series EE Savings Bonds, seized
18 from defendant's home on October 29, 2008; and

19 (4) The following six watches and one watch
20 winder, seized from defendant's home on October 29, 2008: one
21 Omega Seamaster "Aqua Terra" watch; one Omega "Seamaster
22 Professional" watch; one Omega Seamaster "Planet Ocean" watch;
23 one Breitling "Super Avenger" watch; one alleged counterfeit
24 Breitling watch; one Breitling "Super Avenger" watch; and one
25 Wolf design watch winder.

26 (b) To the Court's entry of an order of forfeiture at
27 or before sentencing with respect to these assets and to the
28 forfeiture of the assets.

1 (c) To take whatever steps are necessary to pass to
2 the United States clear title to the assets described above,
3 including, without limitation, the execution of a consent decree
4 of forfeiture and the completing of any other legal documents
5 required for the transfer of title to the United States.

6 (d) Not to contest any administrative forfeiture
7 proceedings or civil judicial proceedings commenced against these
8 properties. With respect to any criminal forfeiture ordered as a
9 result of this plea agreement, defendant waives the requirements
10 of Federal Rules of Criminal Procedure 32.2 and 43(a) regarding
11 notice of the forfeiture in the charging instrument,
12 announcements of the forfeiture sentencing, and incorporation of
13 the forfeiture in the judgment. Defendant acknowledges that
14 forfeiture of the assets is part of the sentence that may be
15 imposed in this case and waives any failure by the court to
16 advise defendant of this, pursuant to Rule 11(b)(1)(J), at the
17 time defendant's guilty plea is accepted.

18 (e) Not to assist any other individual in any effort
19 falsely to contest the forfeiture of the assets described above.

20 (f) Not to claim that reasonable cause to seize the
21 assets was lacking.

22 (g) To prevent the disbursement of any and all assets
23 described above if such disbursements are within defendant's
24 direct or indirect control.

25 (h) To fill out and deliver to the USAO a completed
26 financial statement listing defendant's assets on a form provided
27 by the United States Attorney's Office.

28 (i) That forfeiture of assets described above shall

1 shall not be counted toward satisfaction of any special
2 assessment, fine, restitution, or any other penalty the Court may
3 impose. However, if the Asset Forfeiture and Money Laundering
4 Section ("AFMLS") of the Department of Justice grants any
5 petition for remission submitted by a victim of defendant's
6 illegal activities as set forth in the First Superseding
7 Indictment, then the USAO will not object to defendant receiving
8 credit towards payment of restitution in the amount of the lesser
9 of (1) the amount actually paid to the victim pursuant to the
10 grant of the petition for remission by AFMLS; or (2) the amount
11 of the victim's loss reflected in the court's restitution order.

12 THE USAO'S OBLIGATIONS

13 25. If defendant complies fully with all defendant's
14 obligations under this agreement, the USAO agrees:

15 (a) To abide by all sentencing stipulations contained
16 in this agreement.

17 (b) At the time of sentencing, provided that defendant
18 demonstrates an acceptance of responsibility for the offenses up
19 to and including the time of sentencing, to move to dismiss the
20 remaining counts of the First Superseding Indictment as against
21 defendant. Defendant agrees, however, that at the time of
22 sentencing the Court may consider the dismissed counts in
23 determining the applicable Sentencing Guidelines range, where the
24 sentence should fall within that range, the propriety and extent
25 of any departure from that range, and the determination of the
26 sentence to be imposed after consideration of the sentencing
27 guidelines and all other relevant factors.

28 (c) At the time of sentencing, provided that defendant

1 demonstrates an acceptance of responsibility for the offenses up
2 to and including the time of sentencing, to recommend a two-level
3 reduction in the applicable sentencing guideline offense level,
4 pursuant to U.S.S.G. § 3E1.1, and to recommend and, if necessary,
5 move for an additional one-level reduction if available under
6 that section.

7 BREACH OF AGREEMENT

8 26. If defendant, at any time after the execution of this
9 agreement, knowingly violates or fails to perform any of
10 defendant's agreements or obligations under this agreement ("a
11 breach"), the USAO may declare this agreement breached. If the
12 USAO declares this agreement breached at any time following its
13 execution, and the Court finds such a breach to have occurred,
14 then: (a) if defendant has previously entered guilty pleas,
15 defendant will not be able to withdraw the guilty pleas, and (b)
16 the USAO will be relieved of all of its obligations under this
17 agreement.

18 27. Following the Court's finding of a knowing and willful
19 breach of this agreement by defendant, should the USAO elect to
20 pursue any charge that was either dismissed or not filed as a
21 result of this agreement, then:

22 (a) Defendant agrees that any applicable statute of
23 limitations is tolled between the date of defendant's signing of
24 this agreement and the commencement of any such prosecution or
25 action.

26 (b) Defendant gives up all defenses based on the
27 statute of limitations, any claim of pre-indictment delay, or any
28 speedy trial claim with respect to any such prosecution, except

1 to the extent that such defenses existed as of the date of
2 defendant's signing this agreement.

3 (c) Defendant agrees that: (i) any statements made by
4 defendant, under oath, at the guilty plea hearing (if such a
5 hearing occurred prior to the breach); (ii) the stipulated
6 factual basis statement in this agreement; and (iii) any evidence
7 derived from such statements, are admissible against defendant in
8 any such prosecution of defendant, and defendant shall assert no
9 claim under the United States Constitution, any statute, Rule 410
10 of the Federal Rules of Evidence, Rule 11(f) of the Federal Rules
11 of Criminal Procedure, or any other federal rule, that the
12 statements or any evidence derived from any statements should be
13 suppressed or are inadmissible.

14 LIMITED MUTUAL WAIVER OF APPEAL

15 28. Defendant gives up the right to appeal any sentence
16 imposed by the Court, including any order of restitution, and the
17 manner in which the sentence is determined, provided that (a) the
18 sentence is within the statutory maximum specified above and is
19 constitutional, and (b) the Court imposes a sentence within or
20 below the range corresponding to a total offense level of 22, and
21 the applicable criminal history category as determined by the
22 Court. Notwithstanding the foregoing, defendant retains any
23 ability defendant has to appeal the Court's determination of
24 defendant's criminal history category and the conditions of
25 supervised release imposed by the Court, with the exception of
26 the following:

27 (a) Conditions set forth in General Orders 318, 01-05,
28 and/or 05-02 of this Court;

1 (b) The drug testing conditions mandated by 18 U.S.C.
2 §§ 3563(a)(5) and 3583(d);

3 (c) The alcohol and drug use conditions authorized by
4 18 U.S.C. § 3563(b)(7);

5 (d) Defendant shall not possess or use a device with
6 access to any online service at any location without the prior
7 approval of the Probation Officer. This includes access through
8 any Internet service provider, bulletin board system, or any
9 public or private computer network system. Further, defendant
10 shall not have another individual access the Internet on
11 defendant's behalf to obtain files or information that defendant
12 is restricted from accessing personally, or accept restricted
13 files or information from another person;

14 (e) Defendant shall use only those computers,
15 computer-related devices, screen/user names, passwords, e-mail
16 accounts, and Internet Service Providers (ISPs) approved by the
17 Probation Officer. Computer and computer-related devices
18 include, but are not limited to, personal computers, personal
19 data assistants (PDAs), Internet appliances, electronic games,
20 and cellular telephones, as well as peripheral equipment, that
21 can access, or can be modified to access, the Internet,
22 electronic bulletin boards, other computers, or similar media.
23 Defendant shall use any approved computers only within the scope
24 of his employment. Defendant shall not access a computer for any
25 other purpose. Defendant shall immediately report any changes in
26 defendant's employment affecting defendant's access and/or use of
27 computers or the Internet, including e-mail; and

28 (f) All computers, computer-related devices, computer

1 storage media, and peripheral equipment used by defendant shall
2 be subject to search and seizure, and subject to the installation
3 of search and/or monitoring software and/or hardware, including
4 unannounced seizure for the purpose of search. Defendant shall
5 not add, remove, upgrade, update, reinstall, repair, or otherwise
6 modify the hardware or software on any computers, computer-
7 related devices, or peripheral equipment without the prior
8 approval of the Probation Officer, nor shall defendant hide or
9 encrypt files or data. Further, defendant shall, as requested by
10 the Probation Officer, provide all billing records, including
11 telephone, cable, Internet, satellite, and similar records.

12 29. The USAO gives up its right to appeal the sentence,
13 provided that (a) the sentence is within the statutory minimum
14 and maximum specified above and is constitutional, and (b) the
15 Court imposes a sentence within or above the range corresponding
16 to a total offense level of 22, and the applicable criminal
17 history category as determined by the Court.

18 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

19 30. Defendant agrees that if any count of conviction is
20 vacated, reversed, or set aside, the USAO may: (a) ask the Court
21 to resentence defendant on any remaining counts of conviction,
22 with both the USAO and defendant being released from any
23 stipulations regarding sentencing contained in this agreement,
24 (b) ask the Court to void the entire plea agreement and vacate
25 defendant's guilty plea on any remaining counts of conviction,
26 with both the USAO and defendant being released from all of their
27 obligations under this agreement, or (c) leave defendant's
28 remaining convictions, sentence, and plea agreement intact.

1 Defendant agrees that the choice among these three options rests
2 in the exclusive discretion of the USAO.

3 COURT NOT A PARTY

4 31. The Court is not a party to this agreement and need not
5 accept any of the USAO's sentencing recommendations or the
6 parties' stipulations. Even if the Court ignores any sentencing
7 recommendation, finds facts or reaches conclusions different from
8 any stipulation, and/or imposes any sentence up to the maximum
9 established by statute, defendant cannot, for that reason,
10 withdraw defendant's guilty pleas, and defendant will remain
11 bound to fulfill all defendant's obligations under this
12 agreement. No one - not the prosecutor, defendant's attorney, or
13 the Court - can make a binding prediction or promise regarding
14 the sentence defendant will receive, except that it will be
15 within the statutory maximum.

16 NO ADDITIONAL AGREEMENTS

17 32. Except as set forth herein, there are no promises,
18 understandings or agreements between the USAO and defendant or
19 defendant's counsel. Nor may any additional agreement,
20 understanding or condition be entered into unless in a writing
21 signed by all parties or on the record in court.

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PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING


33. The parties agree and stipulate that this Agreement will be considered part of the record of defendant's guilty plea hearing as if the entire Agreement had been read into the record of the proceeding.

This agreement is effective upon signature by defendant and an Assistant United States Attorney.

AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE
FOR THE CENTRAL DISTRICT OF CALIFORNIA

THOMAS P. O'BRIEN
United States Attorney


HARVINDER S. ANAND
Assistant United States Attorney

April 10, 2009
Date

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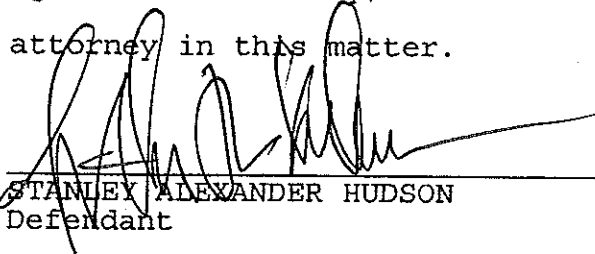
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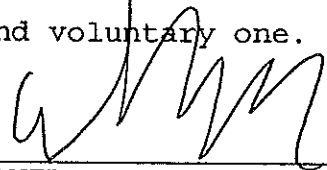
1 I have read this agreement and carefully discussed every
2 part of it with my attorney. I understand the terms of this
3 agreement, and I voluntarily agree to those terms. My attorney
4 has advised me of my rights, of possible defenses, of the
5 Sentencing Guideline provisions, and of the consequences of
6 entering into this agreement. No promises or inducements have
7 been made to me other than those contained in this agreement. No
8 one has threatened or forced me in any way to enter into this
9 agreement. Finally, I am satisfied with the representation of my
10 attorney in this matter.

11 
12 _____
13 STANLEY ALEXANDER HUDSON
14 Defendant

4/10/09

Date

15 I am Stanley Alexander Hudson's attorney. I have carefully
16 discussed every part of this agreement with my client. Further,
17 I have fully advised my client of his rights, of possible
18 defenses, of the Sentencing Guidelines' provisions, and of the
19 consequences of entering into this agreement. To my knowledge,
20 my client's decision to enter into this agreement is an informed
21 and voluntary one.

22 
23 _____
24 DAVID R. REED
25 Counsel for Defendant
26 STANLEY ALEXANDER HUDSON
27
28

4/10/09

Date